



APPENDIX E  
MAINTENANCE / SUPPORT AGREEMENT  
DIR CONTRACT NO. DIR-TSO-2522

This Agreement is made and entered into as of by and between Professional Document Systems ("Service Provider"), and the company, person or entity executing this Agreement as the "Licensee" below:

**Customer**

TERM:

**SCOPE OF SERVICE – SOFTWARE SUPPORT**

1. Software upgrades and enhancements of document management software components per Manufacturer specification on items listed in Attachment "A ". "Upgrades and Enhancements" means any and all new versions, improvements, modifications, upgrades, updates, fixes, and additions to the Software that are commercially released to end users generally during the term of this Agreement to correct deficiencies or enhance the capabilities of the Software; provided, however, that the foregoing will not include new, separate product offerings, new modules, re-platformed Software, or new functionality.
2. Upon Agreement renewal, PDS will forward the newest release / version to the customer. New releases will also include new listings of third party product compatibility, including but not limited to operating systems and Hardware. The new features may at times also include modification of previous version features such as operating systems that are no longer supported under the new release. At that time it will be the Customer's responsibility to upgrade its environment to meet the needs of the new release, as specified. PDS will not guarantee support for older software versions that have been declared as non-supported versions by the software developer.
3. PDS shall provide labor to upgrade document management software server components and 5 client licenses once per support term year. (Internet access required, see response action requirements below).
4. Response to Failures, Access Problems and Errors. Licensee's providing PDS with a written Error Report is a prerequisite to PDS's responding to system failures, access problems, performance failures, and Errors. The Error Report must include a written or electronic mail explanation of the software routines employed when the problem occurred, and any available documentation of the Error, including, but not limited to, screen prints of all system errors, error messages, time of error, and any other information PDS reasonably requires. Reasonably promptly after PDS receives the Error Report, PDS will cooperate with Licensee in assigning an appropriate level and time of response to the situation and Service Provider personnel to assist Licensee in solving the problem. The levels of problems, response times, and descriptions of the response for the levels of problem are described in the following subparagraphs:



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Level I

- (A) Definition. Complete system failure and/or critical business function failure.
- (B) Response. PDS will respond within two working hours after the later of receipt of the Error Report and agreement that this Level of response is needed and will immediately assign Service Staff resources until resolution and use best efforts to restore access within one working day.

Level II

- (A) Definition. No system failure, but Licensee-users are unable to access or execute certain system functions.
- (B) Response. Service Provider PSS will respond to Licensee within four working hours of receipt of the Error Report and agreement to this Level and will assign service staff resources until resolution. and use best efforts to restore access within one working day.

Level III

- (A) Definition. Application not performing per documentation but Licensee user can perform basic job functions with alternate procedures.
- (B) Response. Service Provider will respond within one working day of Service Provider's receipt of the Error Report and use best efforts to restore function within three working days.

Level IV

- (A) Definition. Guidance for software features not currently deployed, user and administrator functionality questions and guidance on client installs and software administration
- (B) Response. Service Provider will respond within three working days of Service Provider's receipt of request.

- 5. Provide software and database server "packs" issued by the manufacturer to repair or correct know software defect. (if database software was purchased from PDS).
- 6. Labor to upgrade database server "packs" issued by the manufacturer for server components and 5 client licenses once per support term year. (If database software was purchased from PDS, Internet access required, travel if required will be preapproved in writing by the Customer and reimbursed in accordance with Section 4.G. of Contract No. DIR-TSO-2522 and the State of Texas Travel Regulations.)

All response actions on the part of PDS for points one (1) through five (5) above are contingent on the following:

Assigned Service Call Number – Licensee to utilize our 800 technical support line (800-708-8584) and receive a Service Call Number.



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Remote Access - Customer agrees to provide to PDS and maintain at the Customer's expense, Virtual Private Network (VPN) access or remote access through internet connectivity tools. This access is essential to provide support services; if it is not provided PDS reserves the right to charge current travel rates as well as for any additional expenses incurred.

On-Site Services - Following PDS's reasonable efforts to resolve the problems by telephone or through remote access, PDS will provide on-site Maintenance Services at Licensee's facilities in connection with the correction of any Level I, or II issue within eight business hours of the remote connection correction failure and with in 16 business hours for level III issues at no additional costs to the customer.

Assigned Administrator - The customer will assign a "system administrator" or "key operator" who will be responsible for performing regular operator care and adjustments, answering operator questions and problems, and placing any calls to the PDS support staff. Emergency calls caused by non-performance of regular operator care and adjustment procedures or by persons other than the designated person(s) will be charged to the customer at then applicable rates.

## **SPECIFIC EXCLUSIONS - SOFTWARE SUPPORT**

The following items are specifically excluded from this Agreement:

1. Database Software upgrades, versions and releases of database software components. (can be purchased separately if database software was purchased from PDS)
2. Labor and travel to upgrade Database Software server and client components. (can be purchased separately). All travel shall be preapproved by Customer and shall be reimbursed in accordance with Section 4.G. of DIR Contract No. DIR-TSO-2522. Security and application set up, following initial administration training.
3. Software client installations beyond the scope of original service.
4. Any database modification requested by the user requiring database program scrip.
5. Any database repair request required due to operator error, reinstallation of operating system or system failure.
6. Any repairs to the system caused by virus or malicious code.
7. Any repairs to the system caused by user or administrator modification of the base program or purchase modules, scanner drivers, image / data storage locations, database, operating system upgrade at the client and server level,
8. Reinstallation of the software and related component due to upgrade of client or server hardware.
9. Any or all conversions of existing program data needed due to changes or upgrades of product or products.
10. Database integrity: Routine database or index file rebuilds; database restoration from backup source.
11. **BACKUP OF DATA, IMAGES, PROGRAMS, SYSTEM FILES:** Performing regular backups to tape, floppy or optical, as applicable; Testing the integrity of the backup media and data/images, as



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well as the Systems ability to restore data from backup source; Proper, safe storage of the backup media.

12. Data entry or recovery, database editing or recovery, image recovery, or index rebuilds. Service, repairs, parts or travel necessary because of accident, misuse, abuse, neglect, theft, vandalism, electrical power failure or fluctuation, strikes, alteration, fire, water or other casualty, acts or omissions in performance by non-PDS personnel; malfunctions of parts, attachments or programs not supplied and installed by PDS; aging, obsolete or incompatible Hardware or Software not supplied and installed by PDS; the use of inferior or incompatible parts or supplies as determined by PDS; unauthorized modification; or other conditions beyond PDS's control are not covered by this Agreement, and will be billed to Customer at prices in effect at the time.
13. Media, including but not limited to: optical disks, CD's, floppy disks, tapes and consumable supply items.
14. The services of a technical support representative outside of Dealer's normal business hours. Those services will be billed to Customer at PDS's current hour rate as detailed in DIR CONTRACT NO. DIR-TSO-2522, Appendix C Pricing Index.
15. The services of a PDS technical support representative for re-installation of PDS system software due to an upgrade of the Windows Operating System and/or the replacement of the associated Hardware, regardless of the reason. Any re-installation required will be billed to Customer at the current support rate as detailed in DIR CONTRACT NO. DIR-TSO-2522, Appendix C Pricing Index.



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**GENERAL**

1. Days and Hours of Coverage: This Support Agreement covers service during Dealer's normal working hours, 8:00 a.m. to 5:00 p.m. MST, Monday through Friday; unless an Extended Hours option is purchased. Coverage on Holidays (New Year's, Memorial, Independence, Labor, Thanksgiving, day in connection with thanksgiving and Christmas Day) is not included in PDS's normal working hours.
2. Approximately sixty (60) days prior to expiration Dealer will offer the option to renew to Customer. Failure to accept by the expiration date will result in cancellation of this Agreement. Acceptance of the renewal after the expiration date will result in reinstatement charges. Termination shall be in accordance with Section 10.B of Appendix A of DIR Contract No. DIR-TSO-2522.
3. Assignment shall be in accordance with Section 4.D. of Appendix A of DIR Contract No. DIR-TSO-2522.
4. DIR Contract No. DIR-TSO-2522 and this Agreement constitute the entire agreement between the parties herein with respect to the subject matter hereof, and no representation, either written or oral, will be of any force or effect unless specifically set forth in this Agreement. In the event of a conflict in terms, the terms of DIR Contract No. DIR-TSO-2522 will have precedence. No amendment or waiver of the terms of this Agreement may be made except in writing. In the event of a conflict between the DIR Contract and this Agreement, the DIR Contract will control.
5. Force Majeure shall be in accordance with Section 10.C. of Appendix A of the DIR Contract No. DIR-TSO-2522.
6. The offering of this Agreement, in and of itself is no guarantee that the System is suitable for the Customer's purposes, or whether the System will achieve the Customer's intended results.



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**IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers effective as of the date first set forth above.**

**Professional Document Systems**

**Customer**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Claudia Teeter  
(Typed or Printed Name)

\_\_\_\_\_  
(Typed or Printed Name)

Contract Administrator  
(Title)

\_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Dealer Address and Support Number:**

**Professional Document Systems**

1414 Common Drive  
El Paso, Texas 79936

2403 San Mateo Blvd. Suite P-7  
Albuquerque, NM 87110

800-644-7112 General Inquiries  
800-708-8584 Technical Services



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**ATTACHMENT A**